

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS
NON-PUBLISHED RATES 5 (MC2015-23)

Docket No. CP2015-29

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF TERMINATION OF
GLOBAL EXPEDITED PACKAGE SERVICES – NON-PUBLISHED RATES 5
CUSTOMER CONTRACTS WITH SERIAL NUMBERS ENDING:
0003, 0008, 0013, 0017, 0024, AND 0026
(December 30, 2015)**

The United States Postal Service (Postal Service) gave notice of filing, in the above-referenced docket, six different customer contracts in three different batches of Global Expedited Package Services Non-Published Rates 5 (GEPS – NPR 5) customer agreements.¹ The full serial numbers of the modified agreements appear below.

In accordance with Commission Order No. 2320,² the Postal Service hereby advises that the termination date is December 31, 2015, for each of the six agreements, as agreed to by the different customers in modifications to their respective contracts. The Postal Service is filing publicly, as Attachment 1, a representative redacted version of one of these modifications: the redacted version of Modification One to the customer agreement with serial number NPR5-FY15-JAN15-N-T1-0003.

¹ See: Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 5 Serial Numbers Ending: 0001 to 0007, Docket No. CP2015-29, March 6, 2015; Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 5 Serial Numbers Ending: 0008 to 0021, Docket No. CP2015-29, April 10, 2015; Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 5 Serial Numbers Ending: 0023 to 0028 and 0030 to 0031, Docket No. CP2015-29, May 8, 2015.

² PRC Order No. 2320, Order Adding Global Expedited Package Services-Non-Published Rates Contract 5 (GEPS-NPR 5) to the Competitive Product List, Docket Nos. MC2015-23 and CP2015-29, January 13, 2015, at 8.

With respect to the non-public version of the modifications that are filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated December 24, 2014, in this docket.³ Therefore, the Postal Service now asks the Commission to amend the termination date of the customer agreements with the serial numbers ending 0003, 0008, 0013, 0017, 0024, and 0026.

<u>SERIAL NUMBER</u>	<u>EXPIRATION DATE</u>
NPR5-FY15-JAN15-N-T1-0003	December 31, 2015
NPR5-FY15-JAN15-N-T2-0008	December 31, 2015
NPR5-FY15-FEB15-N-T3-0013	December 31, 2015
NPR5-FY15-FEB15-M-T4-0017	December 31, 2015
NPR5-FY15-MAR15-N-T5-0024	December 31, 2015
NPR5-FY15-MAR15-M-T3-0026	December 31, 2015

³ Request of the United States Postal Service to Add Global Expedited Package Services - Non-Published Rates 5 (GEPS - NPR 5) to the Competitive Products List and Notice of Filing GEPS - NPR 5 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2015-23 and CP2015-29, December 24, 2014, Attachment 1, *available at* <http://www.prc.gov/docs/90/90991/GEPS%20NPR%205%20Notice.pdf>.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno
Chief Counsel
Global Business and Service Development
Corporate and Postal Business Law Section

Ankita Singh
Attorney

475 L'Enfant Plaza, S.W.
Washington, D.C. 20260-1137
(202) 268-6965; Fax -5628
ankita.singh@usps.gov
December 30, 2015

**MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer") with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on February 5, 2015, and signed by the USPS on February 10, 2015. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to change the wording of Article 12 Term of the Agreement.

Article 12 Term of the Agreement is replaced with the following:

12. Term of the Agreement. The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect until 11:59 p.m. on December 31, 2015 unless terminated sooner pursuant to Article 13 or Article 14.

All other terms and conditions of the Agreement shall remain in force.

The Mailer acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2015-29 Serial Number NPR5-FY15-JAN15-N-T1-0003). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2015 and/or ACR2016. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals hereinafter ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party.

In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of the Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

Name:

Title:

Date:

Frank A. Gebello

Director, International Sales

12/29/2015

Giselle Valera

VP Global

ON BEHALF OF

Signature:

Name:

Title:

Date:

12/22/15